

- (c) seek civil sanctions for any violation by Arcapita, AIM, THC, Cypress, or their Affiliates of any U.S. law or regulation or term of this Agreement; or
- (d) pursue criminal sanctions against Arcapita, AIM, THC, Cypress, or their Affiliates or any director, officer, employee, representative, or agent of Arcapita, AIM, THC, Cypress, or their Affiliates or against any other person or entity, for violations of the criminal laws of the United States; or
- (e) seek suspension or debarment of Arcapita, AIM, THC, Cypress, or their Affiliates from eligibility for contracting with the U.S. Government.

4.3 Irreparable Injury. Arcapita, AIM, THC, and Cypress agree that the United States would suffer irreparable injury if for any reason Arcapita, AIM, THC, or Cypress failed to perform any of their material obligations under this Agreement, and that monetary relief would not be an adequate remedy. Accordingly, Arcapita, AIM, THC, and Cypress agree that, in seeking to enforce this Agreement, DHS, DOJ, FBI, and Treasury shall be entitled, in addition to any other remedy available at law or equity, to specific performance and injunctive or other equitable relief.

4.4 Waiver. The availability of any civil remedy under this Agreement shall not prejudice the exercise of any other civil remedy under this Agreement or under any provision of law, nor shall any action taken by a Party in the exercise of any remedy be considered a waiver by that Party of any other rights or remedies. The failure of any Party to insist on strict performance of any of the provisions of this Agreement, or to exercise any right they grant, shall not be construed as a relinquishment or future waiver; rather, the provision or right shall continue in full force. No waiver by any Party of any provision or right shall be valid unless it is in writing and signed by the Party.

4.5 Waiver of Immunity. Arcapita, for itself and for AIM, THC, and Cypress, agrees that, to the extent that it or any of its property (including FCC licenses and authorizations and intangible property) is or becomes entitled at any time to any immunity on the ground of sovereignty or otherwise based upon a status as an agency or instrumentality of government from any legal action, suit or proceeding or from setoff or counterclaim relating to this Agreement, from the jurisdiction of any competent court or the FCC, from service of process, from attachment prior to judgment, from attachment in aid of execution of a judgment, from execution pursuant to a judgment or arbitral award, or from any other legal process in any jurisdiction, it, for itself, AIM, THC, and Cypress and its property expressly, irrevocably and unconditionally waives, and agrees not to plead or claim, any such immunity with respect to matters arising with respect to this Agreement or the obligations herein (including any obligation for the payment of money) in any proceeding brought by a U.S. federal, state or local Government Authority. Arcapita agrees that the waiver in this provision is irrevocable and is not subject to withdrawal in any jurisdiction or under any statute, including the Foreign Sovereign Immunities Act, 28 U.S.C. § 1602 *et seq.* The foregoing waiver shall constitute a present waiver of immunity at any time any action is initiated by a U.S. federal, state or local Government Authority against Arcapita, AIM, THC or Cypress with respect to compliance with this Agreement.

4.6 Forum Selection. It is agreed by and between the Parties that a civil action among the Parties for judicial relief with respect to any dispute or matter whatsoever arising under, in connection with, or incident to, this Agreement shall be brought, if at all, in the United States District Court for the District of Columbia.

4.7 Effectiveness of Article 4. This Article 4, and the obligations imposed and rights conferred herein, shall become effective as of June 17, 2005.

ARTICLE 5: AUDITING, REPORTING, NOTICE AND LIMITS

5.1 Filings re de jure or de facto control of Cypress. If Cypress makes any filing with the FCC or any other Government Authority relating to the *de facto* or *de jure* control of Cypress except for filings with the FCC for assignments or transfers of control that are *pro forma*, Cypress shall promptly provide to DHS, DOJ, FBI, and Treasury written notice and copies of such filing. This Section 5.1 shall become effective as of June 17, 2005.

5.2 Change in Ownership or Control of AIM, Cypress, or THC; Refinancing of Acquisition by Arcapita. If any member of the senior management of Arcapita, AIM, THC, or Cypress (including senior officers and members of the Boards of Directors) acquires any information that reasonably indicates that (i) any foreign entity or individual, other than Arcapita or its Affiliates, has or will likely obtain an ownership interest (direct or indirect) in AIM, THC, or Cypress, as determined in accordance with 47 C.F.R. § 63.09, other than through the acquisition of an ownership interest in Arcapita; or (ii) if any foreign entity or individual, singly or in combination with other foreign entities or individuals, has or will likely otherwise gain either (1) Control or (2) *de facto* or *de jure* control of AIM, THC, or Cypress; or (iii) except for a syndication to Arcapita shareholders as described below, if Arcapita decides to syndicate equity or debt interests of any kind, whether non-voting or passive or otherwise, in Cypress or THC or in any other respect to refinance the acquisition of Cypress or THC post-closing which will likely result in equity or debt ownership of Cypress or THC by any foreign entity or individual (without regard to the percentage of direct or indirect ownership interest in Cypress or THC); then such senior manager shall promptly cause Cypress through its Security Officer to notify DHS, DOJ, FBI, and Treasury in writing within ten (10) calendar days. Notice under this Section 5.2 shall, at a minimum:

- (a) Identify the entity or individual(s) (specifying the name, date of birth, citizenship, addresses, and telephone numbers of the entity or individual(s));
- (b) Identify the beneficial owners of the increased or prospective increased interest in AIM, THC, or Cypress, by the entity or individual(s) (specifying the name, date of birth, citizenship, addresses, and telephone numbers of each beneficial owner); and
- (c) Quantify the amount of ownership interest that the entity or individual(s) has or will likely obtain in AIM, THC, or Cypress and, if applicable, the basis for their prospective Control of AIM, THC, or Cypress.

DHS, DOJ, FBI, and Treasury have 30 days from receipt of the notice to review the proposed change in ownership and Control of AIM, Cypress or THC and provide Arcapita with any objection. Such change shall not occur if either DHS, DOJ, FBI, or Treasury objects. Notwithstanding the foregoing, Arcapita may arrange for the syndication of the non-voting interests in THC through the sale of interests in the Non-Voting Cayman Entities solely to the shareholders of Arcapita that exist as of the Effective Date without prior notification to DHS, DOJ, FBI, or Treasury. Not later than ten (10) calendar days after the completion of such syndication, the Security Officer will submit a report to DHS, DOJ, and FBI that provides the following information for each of the purchasers in such syndication:

- (d) Identify the entity or individual(s) (specifying the name, date of birth, citizenship, addresses, and telephone numbers of the entity or individual(s)); and
- (e) Quantify the amount of ownership interest that the entity or individual(s) has or will likely obtain in THC and, if applicable, the basis for their prospective Control of THC.

In addition, Arcapita will provide upon request from DHS, DOJ, FBI, or Treasury identifying information in its possession regarding the beneficial owners of the non-voting interests in THC.

5.3 Joint Ventures. In the event that Cypress enters into a joint venture under which the joint venture may provide Domestic Communications or transmission, switching, bridging, routing equipment (including software and upgrades), or other facilities used to provide, process, direct, control, supervise or manage Domestic Communications:

- (a) A joint venture that Cypress Controls shall be considered an Affiliate of Cypress for purposes of this Agreement.
- (b) A joint venture that Cypress does not Control shall be considered to be a Contractor for purposes of this Agreement.

5.4 Cypress Contracts. Cypress shall not enter into a Contract that affords the Contractor access to Sensitive Information. In any Contract, Cypress shall take all reasonable steps to ensure that the Contractor complies with the applicable terms of this Agreement (in addition to the control of Contractor access and screening of Contractor personnel responsibilities Cypress must undertake pursuant to Article 3). Such steps shall include the following:

- (a) Cypress shall include written provisions in the Contract that require the Contractor to comply with all applicable terms of this Agreement or shall take other reasonable, good-faith measures to ensure that the Contractor is aware of, agrees to, and is bound to comply with all such terms.
- (b) If the Contractor may perform any of the Contracted-for services outside the United States, or is identified after reasonable inquiry by Cypress as either Controlled by one or more foreign persons or combination of foreign persons under common Control, or as having ten (10) percent or more of its voting equity held, directly or indirectly, by

one or more foreign persons or combination of foreign persons under common Control, then:

- (i) no later than 30 days before the Contract becomes effective, Cypress shall notify DHS in writing, identifying the name of the entity, describing the functions covered by this Agreement, and attaching a complete copy of the Contract; and
- (ii) DHS will have 30 days from receipt of the notice to review and provide Cypress with any objection to the Contract, which shall be based on national security, law enforcement, or public safety grounds. If DHS objects in accordance with this Section, Cypress shall not proceed with execution or performance of the Contract.
- (c) Neither Arcapita, AIM, THC, nor Cypress shall induce the Contractor to violate its obligations to Cypress related to this Agreement or to take any action that, if taken by Cypress, would violate this Agreement.
- (d) If Arcapita, AIM, THC, or Cypress receives information that reasonably indicates that the Contractor or any of its employees or agents has taken an action that, had it been taken by Cypress, would violate a provision of this Agreement, or has violated its obligations to Cypress related to this Agreement, Cypress (1) will notify DHS, DOJ, FBI, and Treasury promptly, and (2) in consultation and cooperation with DHS, DOJ, FBI, and Treasury, will take reasonable steps necessary to rectify promptly the situation, including terminating the Contract (with or without notice and opportunity for cure) or initiating and pursuing litigation or other remedies at law and equity.
- (e) Neither a Contract nor any provision of this Section 5.4 does nor shall it be construed to relieve Arcapita, AIM, THC or Cypress of any of its obligations under this Agreement.

5.5 Notice of Foreign Influence. If any member of the senior management of Arcapita, AIM, THC, or Cypress (including senior officers and members of the Board of Directors) acquires any information that reasonably indicates that any foreign government, any foreign government-controlled entity, or any foreign entity:

- (a) plans to participate or has participated in any aspect of the day-to-day management of Cypress in such a way that interferes with or impedes the performance by Cypress of its duties and obligations under the terms of this Agreement, or interferes with or impedes the exercise by Cypress of its rights under the Agreement, or foreseeably concerns the obligations of Cypress under this Agreement, or
- (b) plans to exercise or has exercised, as a direct or indirect shareholder of Cypress or its subsidiaries, any Control of Cypress in such a way that interferes with or impedes the performance by Cypress of its duties and obligations under the terms of this Agreement, or interferes with or impedes the exercise by Cypress of its rights under the terms of this Agreement, or foreseeably concerns Cypress's obligations under this Agreement,

then such senior manager shall promptly notify the Security Officer who shall, in turn, promptly notify DHS, DOJ, and FBI in writing of the timing and the nature of the foreign government's or entity's plans or actions.

5.6 Non-retaliation. Cypress shall, by duly authorized action of its Board of Directors, adopt and distribute an official corporate policy that strictly prohibits Cypress from discriminating or taking any adverse action against any officer, director, employee, contractor, or agent because he or she has in good faith initiated or attempted to initiate a notice or report under Sections 5.2, 5.4, 5.5, or 5.8 of this Agreement, or has notified or attempted to notify the Security Officer to report information that he or she believes in good faith is required to be reported to DHS, DOJ, and FBI by the Security Officer under Sections 5.2, 5.4, 5.5, or 5.8 of this Agreement. Such corporate policy shall set forth in a clear and prominent manner the contact information for the Security Officer to whom such contacts may be made directly. Any violation by Cypress of any material term of such corporate policy shall constitute a breach of this Agreement.

5.7 Security Audit. On an annual basis, Cypress shall conduct an audit of its compliance with the terms of this Agreement, and shall furnish DHS, DOJ, FBI, and Treasury with a report in accordance with Section 5.11 of this Agreement. After June 17, 2005 and at least three months prior to commencing an audit, Cypress shall provide DHS, DOJ, FBI, and Treasury with notice of the terms of the audit defining its scope and purpose, and the identity of the proposed auditor. DHS, DOJ, FBI, and Treasury shall have the right to review and approve these terms. If such Party or Parties disapproves the terms, then Cypress shall meet and confer with the Party or Parties involved and shall modify the terms before commencing the audit. Cypress shall ensure that the auditor has full and unimpeded corporate authority to conduct the audit without restriction or limitation by any officer, director, employee, Contractor or agent of Arcapita, AIM, THC, or Cypress. The terms defining the scope and purpose of the audit shall include, at a minimum, authority for the auditor to review and analyze: (1) Cypress policies and procedures designed to implement this Agreement; (2) all relevant information related to the configuration of the Cypress network; (3) all minutes of meetings held or actions taken by the Arcapita, AIM, THC, or Cypress Board of Directors or Committees of the Board in accordance with this Agreement; and (4) all Security Officer logs and records including records related to facility visits, personnel screening data, and any reports submitted in accordance with Section 5.8 of this Agreement. In addition, such terms shall include authority for the auditor to conduct a reasonable number of: (1) unannounced inspections of the Cypress facilities each year, (2) random testings of network firewalls, access points and other systems for potential vulnerabilities, and (3) confidential interviews of Arcapita, AIM, THC, and Cypress officers, directors, employees, contractors or agents concerning compliance with this Agreement. Upon request, if DHS, DOJ, FBI, or Treasury is dissatisfied with a report of audit provided by Cypress, DHS, DOJ, FBI, or Treasury may require that Cypress obtain a neutral third-party audit of Cypress's compliance with this Agreement. Upon request, Cypress shall provide DHS, DOJ, FBI, or Treasury with access to facilities, information, and personnel consistent with Sections 5.9 and 5.10 below in the event that DHS, DOJ, FBI, or Treasury wishes to conduct its own annual audit of Cypress's compliance with this Agreement.

5.8 Reporting of Incidents. Cypress shall report to DHS, DOJ, FBI, and Treasury any information acquired by Cypress or any of its officers, directors, employees, contractors or agents that reasonably indicates:

- (a) a breach of this Agreement;
- (b) access to or disclosure of Domestic Communications, or the conduct of Electronic Surveillance, in violation of federal, state or local law or regulation;
- (c) access to or disclosure of CPNI or Subscriber Information in violation of federal, state or local law or regulation;
- (d) improper access to or disclosure of Classified or Sensitive Information;
- (e) unauthorized access/entry to customer or Cypress buildings, offices, non-public facilities, Data Centers, and/or Domestic Communications Infrastructure; or
- (f) Cyber Attacks, as defined in this Agreement.

This report shall be made in writing by the Security Officer to DHS, DOJ, FBI, and Treasury no later than ten (10) calendar days after Cypress acquires information indicating a matter described in this Section. Cypress shall cooperate in investigating the matters described in this Section. Nothing in this provision shall be construed to obligate Cypress to report information where disclosure of such information would be in violation of an order of a court of competent jurisdiction in the United States or to otherwise act unlawfully.

5.9 Access to Information and Facilities.

- (a) DHS, DOJ, FBI, or Treasury may visit any part of Cypress's Domestic Communications Infrastructure, Data Centers, security offices, or corporate offices to conduct on-site reviews concerning the implementation of the terms of this Agreement, and Cypress will provide unimpeded access for such on-site reviews.
- (b) Arcapita, AIM, THC, and Cypress, and their Affiliates, will voluntarily provide prompt and unimpeded access to and disclosure of all records and information concerning technical, physical, management, or other security measures, as needed by DHS, DOJ, FBI, or Treasury to verify compliance with the terms of this Agreement.

5.10 Access to Personnel. Upon reasonable notice from DHS, DOJ, FBI, or Treasury, Cypress shall make available for interview any officers or employees of Cypress and any contractors located in the United States, who are in a position to provide information to verify compliance with the terms of this Agreement.

5.11 Annual Report. On or before the last business day of January of each year after the Effective Date, the Chief Executive Officer or a designated senior corporate officer of Cypress shall submit to DHS, DOJ, FBI, and Treasury a report assessing Cypress's compliance with the terms of this Agreement for the preceding calendar year. The report shall include:

- (a) a copy of all security audit reports compiled following an audit conducted pursuant to Section 5.7 of this Agreement;
- (b) a copy of the policies and procedures adopted to comply with this Agreement;

- (c) a summary of changes, if any, to the policies and procedures, and the reasons for those changes;
- (d) a summary of any known acts of material noncompliance with the terms of this Agreement, whether inadvertent or intentional, with full disclosure of what steps have been or will be taken to prevent such acts from occurring in the future; and
- (e) identification of any other issues that will or could affect the effectiveness of or compliance with this Agreement.

Cypress shall make available to the Security Officer in a timely fashion all information necessary to prepare the report required by this Section.

5.12 Information and Reports Concerning Network Architecture. If requested by DHS or FBI, Cypress shall provide to DHS or FBI the following information regarding the interconnections and control of the Domestic Communications Infrastructure:

- (a) A description of the plans, processes and procedures, relating to network management operations, that prevent the Domestic Communications Infrastructure from being accessed or controlled from outside the United States.
- (b) A description of the placement of the Network Operations Center and interconnection (for service offload or administrative activities) to other domestic and international carriers, ISPs and critical U.S. financial, energy, and transportation infrastructures.
- (c) A description of Cypress's networks and operations processes, procedures for management control and relation to the backbone infrastructures of other service providers.
- (d) A description of any unique or proprietary control mechanisms of Cypress as well as Cypress's operating and administrative software.
- (e) A report of Network Management Information that includes an assurance that network performance satisfies FCC rules and reporting requirements.

Once information has been provided pursuant to this Section 5.12, Cypress shall promptly report any material changes, upgrades or modifications to the items described in (a)-(e) above, including the installation of critical equipment and software. For the purposes of this Section, critical equipment and software shall include: routers, switches, gateways, network security appliances, network management/test equipment, operating systems and network and security software (including new versions, patches, upgrades, and replacement software), and other hardware, software, or systems performing similar functions. Monitors, desktop computers, desktop computer applications, disk drives, power supplies, printers, racks and the like are not "critical equipment or software" unless they perform functions similar to those of the items described in (a)-(e) above. Similarly, "material" shall refer to those changes, modifications and upgrades that alter network operating characteristics or architecture, and does not apply to spare parts replacement, the one-for-one swapping of identical equipment or the related re-loading of

system software or backups; provided, however, that network security configuration and capabilities remain unchanged.

5.13 Information to Cypress Customers Upon Transfer of Control of Cypress to THC. Within thirty (30) days of the transfer of control of Cypress to THC, Cypress shall provide notice to all of its current customers regarding the transaction, including the name of the holding company (THC) and Arcapita.

5.14 Notices. Effective as of June 17, 2005, all notices and other communications relating to this Agreement, such as a proposed modification, shall be in writing and shall be deemed to have been duly given or made as of the date of receipt and shall be sent by electronic mail (if provided below, or in a subsequent notice) to the extent provided below and by one of the following means: (a) delivered personally, (b) sent by facsimile, (c) sent by documented overnight courier service, or (d) sent by registered or certified mail, postage prepaid, addressed to the Parties' designated representatives at the addresses shown below, unless provided otherwise in this Agreement; provided, however, that upon written notification to the Parties, a Party may unilaterally amend or modify its designated representative information, notwithstanding any provision to the contrary in Section 8.6 of this Agreement:

Department of Justice
Assistant Attorney General
Criminal Division
Main Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530

Department of Homeland Security
Washington, D.C. 20528
Attn: Assistant Secretary for Infrastructure Protection
ip-cfius@hq.dhs.gov

Federal Bureau of Investigation
General Counsel
935 Pennsylvania Avenue, NW
Washington, DC 20535

Federal Bureau of Investigation
The Assistant Director
National Security Division
935 Pennsylvania Avenue, NW
Washington, DC 20535

U.S. Department of the Treasury
Director, Office of International Investment, and
Staff Chair, Committee on Foreign Investment In The United States
15th and Pennsylvania Avenue, NW
Washington, D.C. 20020

cfius@do.treas.gov

If to Cypress:

Chief Executive Officer
Cypress Communications Holding Co., Inc.
15 Piedmont Center, Suite 100
3575 Piedmont Road
Atlanta, GA 30305

With copy to:

Paul O. Gagnier
Swidler Berlin Shereff Friedman, LLP
3000 K Street, NW
Suite 300
Washington, D.C. 20007
Tel: 202-424-7500
Fax: 202-295-8478
pogagnier@swidlaw.com

If to Arcapita, AIM, or THC:

Henry A. Thompson
Executive Director and General Counsel
Arcapita Bank, B.S.C.(c)
Director
Arcapita Investment Management Limited
P.O. Box 1406
Manama, Bahrain

Charles H. Ogburn
President
TechInvest Holding Company, Inc.
c/o Arcapita Inc.
75 Fourteenth Street, 24th Floor
Atlanta, GA 30309

With copy to:

Joan M. Griffin, Esq.
Kelley Drye & Warren LLP
8000 Towers Crescent Drive
Suite 1200
Vienna, VA 22182
Tel: 703-918-2300
Fax: 703-918-2450
jgriffin@kelleydrye.com

This Section shall become effective as of June 17, 2005.

5.15 Exercise of Call Option. The Call Option may be exercised with respect to the voting common stock of THC held by a Voting Stockholder only for the following reasons:

- (a) the commission of acts of gross negligence or willful misconduct by such Voting Stockholder that, if pursued, would cause irreparable injury to the legitimate economic interests of Arcapita, THC, or Cypress; or
- (b) as legally necessary to accomplish a sale of, or termination of Arcapita's Control over, Cypress; or
- (c) if such Voting Stockholder ceases to be an employee of Arcapita or its Affiliates or otherwise becomes disassociated from Arcapita.

If AIM exercises the Call Option pursuant to (a) or (c) above, AIM will distribute the called voting common stock on a *pro rata* basis to the remaining Voting Stockholders within 90 days after the date of the exercise of the Call Option; provided, however, that in the event that no Voting Stockholders remain following the last exercise of the Call Option, AIM will distribute the called voting common stock to a U.S. corporate trustee that is an affiliate of a U.S. bank with assets in excess of \$ 100 billion (the "Bank Trustee"); provided further, however, that AIM may distribute the called voting common stock to a new U.S. citizen with the prior written consent of DHS, DOJ, FBI, and Treasury.

AIM must notify DHS, DOJ, FBI, and Treasury (1) no later than 30 days prior to the proposed date of exercise of the Call Option pursuant to (b) above, or (2) no later than seven (7) days following the exercise of the Call Option pursuant to (a) or (c) above. Such notice shall include a detailed description of the facts and circumstances justifying the exercise of the Call Option and, if applicable, the name of and contact information for the Bank Trustee, with reference to the reasons set forth in this Section 5.15. Arcapita shall promptly replace the Bank Trustee in the event DHS, DOJ, FBI, or Treasury advise Arcapita that Arcapita's chosen Bank Trustee is not acceptable.

5.16 Audit for compliance with OFAC List. Within 30 days following completion of the sale of shares in the Non-Voting Cayman Entities to the Non-Voting Stockholders, Cypress or THC will provide to DHS, DOJ, FBI, and Treasury a certificate prepared by Ernst & Young or other similar third-party auditor certifying that none of the names of the Non-Voting Stockholders appear on the OFAC List.

5.17 Compliance Assurance. Arcapita and THC will take all steps necessary to ensure that AIM and Cypress comply with the terms of this Agreement.

ARTICLE 6: CONFIDENTIALITY; USE OF INFORMATION

6.1 Confidentiality. DHS, DOJ, FBI, and Treasury shall fully comply with their confidentiality obligations under 50 App. U.S.C. § 2170(c) and 31 C.F.R. § 800.702. DHS, DOJ, FBI, and Treasury acknowledge that any information submitted by Arcapita, THC, AIM, or Cypress pursuant to the terms of this Agreement is subject to the confidentiality obligations imposed on them under 50 App. U.S.C. § 2170(c) and 31 C.F.R. § 800.702.

6.2 Use of Information for U.S. Government Purposes. Nothing in this Agreement shall prevent DHS, DOJ, FBI, or Treasury from lawfully disseminating information as appropriate to seek enforcement of this Agreement, or from lawfully sharing information as appropriate with other federal, state, or local Government Authorities to protect public safety, law enforcement, or national security interests.

ARTICLE 7: FCC CONDITION AND CFIUS

7.1 FCC Approval. Upon the deemed execution of this Agreement by all the Parties, DHS, DOJ, and FBI shall promptly notify the FCC that, provided the FCC adopts a condition substantially the same as set forth in Exhibit A attached hereto (the "Condition to FCC Authorization"), DHS, DOJ, and FBI have no objection to the FCC's grant of the FCC Application. This Section is effective as of June 17, 2005.

7.2 Future Applications. Arcapita, AIM, THC and Cypress agree that in any application or petition by Arcapita, THC or Cypress to the FCC for licensing or other authority filed with or granted by the FCC after June 17, 2005, except with respect to *pro forma* assignments or *pro forma* transfers of control, Arcapita, AIM, THC or Cypress shall request that the FCC condition the grant of such licensing or other authority on compliance with the terms of this Agreement. Notwithstanding Section 8.9, DHS, DOJ, FBI, and Treasury reserve the right to object, formally or informally, to the grant of any other FCC application or petition of Cypress or its Affiliates for a license or other authorization under Titles II and III of the Communications Act of 1934, as amended, and to seek additional or different terms that would, consistent with the public interest, address any threat to their ability to enforce the laws, preserve the national security and protect the public safety raised by the transactions underlying such applications or petitions. This Section is effective as of June 17, 2005.

7.3 CFIUS. Upon the deemed execution of this Agreement, DHS, DOJ, FBI, or Treasury shall not object to termination of review of the proposed acquisition of Cypress under Exon-Florio. For the avoidance of doubt, nothing in this Agreement shall expand, limit, or otherwise affect in any way the rights and remedies available to DHS, DOJ, FBI, or Treasury under Section 721 of the Defense Production Act of 1950 as amended, codified at 50 U.S.C. App. 2170, or 31 C.F.R. Part 800. This Section is effective as of June 17, 2005.

ARTICLE 8: OTHER

8.1 Right to Make and Perform Agreement. Arcapita, AIM, THC, and Cypress each represents that it has and shall continue to have throughout the term of this Agreement the full right to enter into this Agreement and perform its obligations hereunder and that this Agreement is a legal, valid, and binding obligation of Arcapita, AIM, THC and Cypress, enforceable in accordance with its terms.

8.2 Headings. The Article and Section headings and numbering in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of the terms of this Agreement.

8.3 Other Laws. Nothing in this Agreement is intended to limit or constitute a waiver of (a) any obligation imposed by any U.S. federal, state or local laws on Arcapita, AIM, THC, or Cypress, (b) any enforcement authority available under any U.S. or state laws, (c) the sovereign immunity of the United States, or (d) any authority the U.S. government may possess over the activities or facilities of Cypress located within or outside the United States (including authority pursuant to the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-1706). Nothing in this Agreement is intended to or is to be interpreted to require the Parties to violate any applicable U.S. law.

8.4 Statutory References. All references in this Agreement to statutory provisions shall include any future amendments to such statutory provisions.

8.5 Non-Parties. Nothing in this Agreement is intended to confer or does confer any rights on any person other than the Parties and any Government Authorities entitled to effect Electronic Surveillance pursuant to Lawful U.S. Process.

8.6 Modifications. This Agreement may only be modified by written agreement signed by all of the Parties. DHS, DOJ, FBI, and Treasury agree to consider promptly and in good faith possible modifications to this Agreement if Arcapita, AIM, THC, or Cypress believes that the obligations imposed on Arcapita, AIM, THC, or Cypress under this Agreement are substantially more restrictive than those imposed on other U.S. and foreign licensed service providers or entities in like circumstances in order to protect U.S. national security, law enforcement, and public safety concerns. Any substantial modification to this Agreement shall be reported to the FCC within thirty (30) days after approval in writing by the Parties.

8.7 Severability. The provisions of this Agreement shall be severable and if any provision thereof or the application of such provision under any circumstances is held invalid by a court of competent jurisdiction, it shall not affect any other provision of this Agreement or the application of any provision thereof.

8.8 Changes in Circumstances for Arcapita, AIM, THC, or Cypress. DHS, DOJ, FBI, and Treasury agree to negotiate in good faith and promptly with respect to any request by Arcapita, AIM, THC, or Cypress for relief from application of specific provisions of this Agreement if

those provisions become unduly burdensome or have an adverse affect on Cypress's competitive position.

8.9 Changes in Circumstances for DHS, DOJ, FBI, or Treasury. If after the date that all the Parties have executed this Agreement, DHS, DOJ, FBI, or Treasury finds that the terms of this Agreement are inadequate to address national security, law enforcement, or public safety concerns, then Arcapita, AIM, THC, and Cypress will negotiate in good faith to modify this Agreement to address those concerns.

8.10 Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile, each of which shall together constitute one and the same instrument.

8.11 Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties, and their respective successors and assigns. This Agreement shall also be binding on all subsidiaries, divisions, departments, branches, and other components or agents of Cypress, and on all Affiliates of Cypress (individually, a "Covered Cypress Entity," and collectively, "Covered Cypress Entities"). In addition, Section 3.20 shall inure to the benefit of the respective successors and assigns of Jasmine Quadrilateral Investment Corporation, the Securities House K.S.C.C., and Al-Jomaih Company Limited.

8.12 Effectiveness of Article 8. This Article 8, and the obligations imposed and rights conferred herein, shall be effective as of June 17, 2005.

8.13 Effectiveness of Agreement. Except as otherwise specifically provided in the provisions of this Agreement, the obligations imposed and rights conferred by this Agreement shall take effect upon the Effective Date.

8.14. Termination of Agreement. If the Merger Agreement is terminated prior to the Effective Date, Cypress shall promptly provide written notification of such termination to DHS, DOJ, FBI, and Treasury, and upon receipt of such written notice, this Agreement shall automatically terminate.

8.15 Suspension of Agreement and Obligations Hereunder. This Agreement shall be suspended upon thirty (30) days notice to DHS, DOJ, FBI, and Treasury that neither Cypress nor its Affiliates, nor any transferee or assignee of the FCC licenses or authorizations held by Cypress in which Arcapita or its Affiliates have a direct or indirect ownership interest, provides Domestic Communications or Hosting Services in the United States or to U.S. Hosting Services Customers, unless DHS, DOJ, FBI, or Treasury, within that 30-day period, seek additional information or object to the suspension.

8.16 Termination of Agreement If No Foreign Ownership. This Agreement shall be terminated in its entirety upon the written determination of DHS, DOJ, FBI, and Treasury, made within a reasonable time following receipt of notice from Cypress, that Arcapita, AIM, THC, and Cypress have provided notice and reasonably satisfactory documentation that no foreign entity or combination of foreign entities (including one or more persons under common Control) either Controls Cypress or holds, directly or indirectly, a ten (10) percent or greater interest in Cypress. This Agreement shall not be terminated if DHS, DOJ, FBI, and Treasury notify Arcapita, AIM,

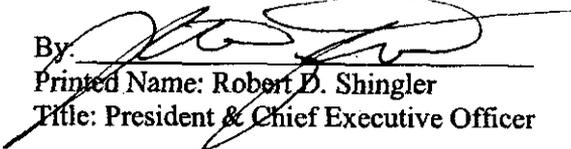
THC, and Cypress, within a reasonable time following receipt of notice from Arcapita, AIM, THC, and Cypress, that this Agreement shall not be terminated in order to protect U.S. national security, law enforcement, and public safety concerns related to Cypress. If this Agreement is not terminated pursuant to this provision, DHS, DOJ, FBI, and Treasury agree to consider promptly and in good faith possible modifications to this Agreement due to potential changed circumstances. Notwithstanding anything to the contrary in this Section, this Agreement shall remain in effect with respect to Arcapita, AIM, THC, and Cypress for so long as (and the obligations of those parties shall not be terminated and any suspension of the obligations of those parties shall terminate if) Arcapita or AIM either Controls Cypress or at any time holds or is a party to an agreement to hold, directly or indirectly, a ten (10) percent or greater interest in Cypress or any transferee or assignee of the FCC licenses or authorizations held by Cypress. This Agreement shall terminate as it relates to Arcapita and AIM upon a written determination of DHS, DOJ, FBI, and Treasury, made within a reasonable time following receipt of notice from Cypress, that Arcapita and AIM have disposed of any interest (direct or indirect) in Cypress and that neither Arcapita nor AIM holds, directly or indirectly, any interest in any entity that provides Domestic Communications or Hosting Services.

8.17 Notice of Additional Services. Arcapita, THC or Cypress shall provide a minimum of thirty (30) days advanced notice to DHS, DOJ, FBI, and Treasury in the event that Arcapita, THC or Cypress or any Affiliate changes or intends to change the present plans set forth in the recitals to this Agreement such that the representations made therein are no longer fully accurate, true and complete. In no event will such notice relieve any Party to this Agreement of obligations under this Agreement or be construed as a waiver of any Party's rights under this Agreement.

This Agreement is executed on behalf of the Parties:

Cypress Communications Holding Co., Inc.

Date: 8/15/05

By: 

Printed Name: Robert D. Shingler

Title: President & Chief Executive Officer

Date: 8/15/05

TechInvest Holding Company, Inc.

By: Charles H. Ogburn
Printed Name: Charles H. Ogburn
Title: President

Arcapita Bank, B.S.C.(c)

Date: _____

By: _____
Printed Name: Henry A. Thompson
Title: Executive Director

Arcapita Investment Management Limited

Date: _____

By: _____
Printed Name: Henry A. Thompson
Title: Director

TechInvest Holding Company, Inc.

Date: _____

By: _____

Printed Name: Charles H. Ogburn

Title: President

Date: 8/15/05

Arcapita Bank, B.S.C.(c)

By: _____

Printed Name: Henry A. Thompson

Title: Executive Director

Date: 8/15/05

Arcapita Investment Management Limited

By: _____

Printed Name: Henry A. Thompson

Title: Director

Date: 10/27/05

Federal Bureau of Investigation

By: Elaine N. Lammert

Printed Name: Elaine N. Lammert

Title: Deputy General Counsel

Date: _____

United States Department of Homeland Security

By: _____

Printed Name: Michael P. Jackson

Title: Deputy Secretary

Date: _____

United States Department of Justice

By: _____

Printed Name: Laura H. Parsky

Title: Deputy Assistant Attorney General,
Criminal Division

Date: _____

United States Department of the Treasury

By: _____

Printed Name: Timothy D. Adams

Title: Under Secretary for International Affairs

Federal Bureau of Investigation

Date: _____

By: _____
Printed Name: Elaine N. Lammert
Title: Deputy General Counsel

United States Department of Homeland Security

Date: 11-4-05

By: Michael Jackson
Printed Name: Michael P. Jackson
Title: Deputy Secretary

United States Department of Justice

Date: _____

By: _____
Printed Name: Laura H. Parsky
Title: Deputy Assistant Attorney General,
Criminal Division

United States Department of the Treasury

Date: _____

By: _____
Printed Name: Timothy D. Adams
Title: Under Secretary for International Affairs

Federal Bureau of Investigation

Date: _____

By: _____

Printed Name: Elaine N. Lammert

Title: Deputy General Counsel

United States Department of Homeland Security

Date: _____

By: _____

Printed Name: Michael P. Jackson

Title: Deputy Secretary

United States Department of Justice

Date: 10/13/05

By: M. Roth/for

Printed Name: Laura H. Parsky

Title: Deputy Assistant Attorney General,
Criminal Division

United States Department of the Treasury

Date: _____

By: _____

Printed Name: Timothy D. Adams

Title: Under Secretary for International Affairs

Federal Bureau of Investigation

Date: _____

By: _____
Printed Name: Patrick W. Kelley
Title: Deputy General Counsel

United States Department of Homeland Security

Date: _____

By: _____
Printed Name: Michael P. Jackson
Title: Deputy Secretary

United States Department of Justice

Date: _____

By: _____
Printed Name: Laura H. Parsky
Title: Deputy Assistant Attorney General,
Criminal Division

United States Department of the Treasury

Date: _____

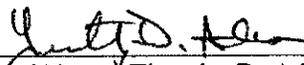
By:  _____
Printed Name: Timothy D. Adams
Title: Under Secretary for International Affairs

EXHIBIT A
CONDITION TO FCC AUTHORIZATION

IT IS FURTHER ORDERED, that this authorization and any licenses transferred thereunder are subject to compliance with the provisions of the Agreement between Cypress Communications Holding Company, Inc. (“Cypress”); TechInvest Holding Company, Inc. (“THC”); Arcapita Investment Management Limited (“AIM”); and Arcapita Bank B.S.C.(c) (“Arcapita”), on the one hand; and the Department of Justice (“DOJ”), including the Federal Bureau of Investigation (“FBI”); the Department of Homeland Security (“DHS”); and the Department of the Treasury (“Treasury”), on the other, dated _____, 2005, which Agreement is designed to address national security, law enforcement, and public safety concerns regarding the authority granted herein. Nothing in this Agreement is intended to limit any obligation imposed by Federal law or regulation including, but not limited to, 47 U.S.C. § 222(a) and (c)(1) and the FCC’s implementing regulations.

Exhibit B

Cypress Office Locations

Admin Lease Summary

City	Street Address	Building Name	Cypress Customer Location
Atlanta, GA (Headquarters)	3565 & 3575 Piedmont	Piedmont Center	Yes
Norcross, GA	1555 Oakbrook Drive	1555 Oakbrook	Yes
Carmel, IN	111 Congressional	111 Congressional	Yes
Newport Beach, CA	3300 Irvine Avenue	3300 Irvine	Yes
New Orleans, LA	1100 Poydras St	Energy Center	Yes
San Francisco, CA	Three Embarcadero	The Embarcadero	Yes
Phoenix, AZ	2425 E. Camelback Rd	Esplanade II	Yes
Vienna, VA	8230 Old Courthouse Road	8230 Old Courthouse	No
Birmingham, AL	One Independence Drive	Independence Plaza	Yes
Boston, MA	160 Federal Street	160 Federal	No
Boston, MA	15 Broad Street	15 Broad	No
Chicago, IL	33 N. LaSalle	33 N. LaSalle	Yes
Tampa, FL	101 E. Kennedy Blvd.	Bank of America Plaza	Yes
Irving, TX	222 W. Las Colinas Blvd	Millennium Center	Yes
Dallas, TX	5420 LBJ Frwy.	Two Linclon Centre	Yes
Houston, TX	1 Riverway	One Riverway	Yes
Stamford, CT	1 Station Place	One Station Place	Yes
Hartford, CT	185 Asylum Street	City Place I	Yes
Santa Monica, CA	2425 Olympic Blvd.	The Water Garden	Yes
Los Angeles, CA	1900 Avenue of the Stars	1900 Avenue of the Stars	Yes
Miramar, FL	11350 Interchange Circle	Miramar FlexSpace II	Yes
Bloomington, MN	3800 West 80th Street	Northland Plaza	Yes
Nashville, TN	424 Church Street	Third National	Yes
Philadelphia, PA	1650 Market Street	One Liberty Place	Yes
Pittsburgh, PA	603 Stanwix Street	Gateway Center	Yes
Bellevue, WA	500 108th Avenue N.E.	City Center	Yes
Seattle, WA	1501 4th Avenue	Century Square	Yes